

**AMENDMENT TO DEVELOPMENT AGREEMENT
FOR CANYON CREEK RANCH**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of July, 2011 (the "Amendment") by and between Idaho Ranch Subdivision, LLC (Developer) and Teton County, Idaho (County).

WHEREAS, a Development Agreement between the developer and the County was entered into on _____ and recorded in the Teton County real estate records on _____ as instrument number _____.

WHEREAS, a Master Plan and Preliminary Plat for the Canyon Creek Ranch Master Plan (the "Development") was approved by The Teton County Board of County Commissioners Planning on February 12, 2009 pursuant to the Teton County Subdivision Regulations (Ord. 9 as Amd. Through 9-25-2005) and updated on 12-12-05 (hereinafter referred to as the "Ordinance"), and the final plat for phase one of the Master Plan, as defined below, was recorded in the Teton County real estate records; and

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of an extension to the Agreement, the Master Plan, and the Phase One Final Plat for the Development as approved by the Board of County Commissioners of Teton County (the "BOCC") on the ____ day of _____, 2011, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

**ARTICLE I
Master Plan**

Section 1. Master Plan Description. This Amendment pertains to and includes that property as described in Appendix A, located within the jurisdiction of Teton County, Idaho, which is designated and identified as the "Canyon Creek Ranch Master Plan" submitted to Teton County and approved by the Board of County Commissioners on February 12th, 2009 (hereinafter the "Master Plan"). See Appendix B.

Section 2. Ranch Club Facilities. The Master Plan for the Development includes potential plans for ranching and other related agricultural operations. The Developer shall commence construction of the ranching and agricultural building and facilities when it determines such construction to be prudent and shall diligently pursue construction of the same to completion. The Developer may commence construction of such buildings and facilities prior to recordation of the Final Plat. The Developer may construct and operate a Dude Ranch as defined under the Teton County Zoning Ordinance, as it falls within the underlying zoning. The Dude Ranch as constructed may accommodate up to 60 families and may include a dining facility. The Dude Ranch shall have a 6 day minimum stay requirement.

Section 3. Public improvements and Time for Completion. Developer shall, in conjunction with each Phase described in the Master Plan, construct at its sole cost and expense, the road construction, sewer and water systems, power, telephone, fire protection, subdivision sign, street signs, mailbox complexes, and other public improvements appurtenant to a subdivision (herein "public public improvements") in accordance with the Master Plan. Such public improvements shall be constructed in such a way that each Phase shall "stand alone" as the term is used in the Ordinance.

Section 4. Schedule for Completion of the Development. Set forth on Appendix C is an estimate for completion of the Master Plan. Development is planned to be completed in 30 phases. Each phase shall satisfy the requirements of the Ordinance in that "each phase is free standing, that is fully capable of functioning with all required public improvements in place in the event that future phases are not completed or are completed at a much later time", as required by the Ordinance.

Section 5. Final Plat Approval and Recordation. The Developer shall be prohibited from selling or offering for sale any units until Teton County approves and records the Final Plat. In addition, the Developer shall be prohibited from engaging in any Lot sales prior to obtaining an engineer's cost estimate for the construction of the infrastructure necessary to accommodate such units.

ARTICLE II

Developer's Obligation Phase I

Section 1. Phase 1 Description. Phase 1 (also known as Final Plat 1) pertains to and includes that property which is designated and identified as Phase 1 of the Master Plan of the Development, the Master Plan, within the jurisdiction of Teton County, Idaho.

Section 2. Public improvements and Time of Completion. Developer shall, at its sole cost and expense, complete the road construction, power, telephone, fire protection, subdivision sign, street signs, mailbox complexes, and other public improvements appurtenant to a subdivision applicable to Phase 1 and construction of a private community water system with connections only to Phase I.

Developer shall, at its sole cost and expense, with the construction of Phase I, complete the start-up phase of the community water system. The water system construction pertaining to Phase I, capable of standing alone, will be completed, including the distribution piping, supply wells, and building, booster station or pumps, and related supporting appurtenances and hook-up. Phase 1 units will all have individual septic systems installed by the home builders.

Appendix D provides documentation for other Phase I related administrative requirements and specific commitments by the Developer.

Section 3. Schedule for Completion of Public Improvements. The road public improvements, community water system, subdivision sign, street signs, mailbox complexes, and other public improvements appurtenant to a subdivision for Phase I are to be completed by the Developer no later than the first day October 2018. The Developer shall be allowed extensions of time beyond the completion dates for unavoidable delay caused by strikes, lockouts, acts of God, or other factors beyond the control and ability to remedy of the Developer or any agent or contractor hired by, or on behalf of, the Developer.

ARTICLE III Developer's Obligation Future Phases

Section 1. Master Plan approval and Future Phases. The Developer acknowledges that Phase 2 and all subsequent phases of Development (collectively "future phases"), will require approval by the Teton County Planning Administrator. The BOCC has approved the Master Plan. Final plat submittals for future phases shall only require review by the Teton County Planning Administrator, followed by approval from the BOCC as long as the final plats of the future phases conform to the Master Plan as approved by the BOCC. Future phases shall be governed by and conform to the Ordinance. Any changes from the Master Plan on future phases shall be governed by section 9-3-5(C) of the Ordinance (see Appendix E). In addition, a financial guarantee pursuant to Article VIII Section1 of this Amendment shall be provided pursuant to the Ordinance prior to commencement of construction of any future phases.

Section 2. Public Improvements. As to each future phase, Developer shall, at its sole cost and expense complete the road construction, community water system, power, telephone, waste water system, sewer (unless septic are approved for certain units), fire protection, subdivision sign, street signs, mailbox complexes, and other public improvements appurtenant to a subdivision (herein "public public improvements") and shall provide an estimate of costs prepared by a licensed engineer, or a bid reviewed and approved by a licensed engineer, to complete the public improvements. Bids must be stamped and approved by a licensed engineer. The County shall approve such cost estimates prior to each amendment of this Development Amendment. As each future phase is prepared for Final Plat approval, an estimate of costs shall be incorporated into this Development Amendment by a written amendment. Each future phase will include, as necessary, a community water system which will include, as necessary, the distribution piping, supply wells(s) and building, booster station or pumps, reservoir, and related supporting appurtenances and each future phase will be capable of standing alone in accordance with the Ordinances. Furthermore, such hook-ups shall be completed, certified and operational as to each phase before such phase shall be deemed to be completed. Each amendment to this Development Amendment shall provide documentation for other related administrative requirements and specific commitments by the Developer as to each future phase.

Section 3. Ownership of Public Improvements. The Developer shall own all Public Improvements until such time as the Developer creates a home owners association. Upon such time as a home owners association is created the Developer shall turn over ownership of all public improvements. A home owners association shall be created prior to any lot sales in Phase Two of the Development.

Section 4. Schedule for Completion of Public improvements. As to each amendment of the Development Amendment pertaining to future phases, the Developer shall estimate a completion date for the public improvements for each such future phase. As to each future phase, the Developer shall complete such public improvements no later than thirty (30) months after recordation of each such future phase. The Developer shall be allowed extensions of time beyond the completion dates for unavoidable delay caused by strikes, lockouts, acts of God, or other factors beyond the control and ability to remedy of the Developer or any agent or contractor hired by, or on behalf of, the Developer.

Section 5. Incidental Uses. The incidental uses allowed at Development in the Incidental Use area as depicted on the Master Plan are as follows:

- A. Ranch headquarters
- B. General Store
- C. Soda fountain
- D. Grocery Store
- E. Gift shop
- F. Ranch management offices
- G. Fuel filling station
- H. Post office

These uses shall conform to the Master Plan and shall not exceed the square footage allocated toward incidental uses on the Master Plan Master Plan. Any additional uses will be reapplied for. Also, with the exception of the incidental use lots designated for the general store and grocery store, which the Developer may complete at any time after Phase 1 is complete, the Developer agrees that any Incidental Land Uses as defined in section 9-7-5 of the Ordinance (the "Exceptions"), shall not be built out until such time as the Master Plan has accrued enough developed acreage so that the Exceptions do not get ahead of the 2% limit of developed acreage provided for therein. In addition, all such Exceptions shall be approved by the Teton County Planning Administrator (the "PA") prior to construction thereof, and the PA shall have the option to bring such Exceptions before the BOCC for their approval.

ARTICLE IV

Infrastructure Issues

Section 1. Fire Protection. Adequate fire protection shall be provided in accordance with the Teton County Fire District's rules and regulations. No building permits shall be issued unless and until such fire protection is operational, per Fire District's inspection and written approval. Public improvements accessed from Davis Springs Loop are to be equipped with or constructed with automatic sprinkler systems due to the road's slope.

Section 2. Certificates of Occupancy. No Certificates of Occupancy shall be issued in a specific phase prior to the completion and approval by the County of public improvements in such phase.

Section 3. Dust. The Developer shall make best efforts and comply with industry standards as to dust mitigation while installing infrastructure.

Section 4. Roads. The Developer shall provide a stamped letter from their engineer stating that the roads have been built in accordance with the submitted and approved road plans and are in accordance with Teton County standards. The Developer acknowledges that Pony Creek is a public road, owned by the county. The Developer shall not inhibit travel or parking on this road in any manner. In addition, Pony Creek Road shall be maintained by the Developer within the Master Plan.

Section 5. Water System. The Developer shall hire a qualified third party, approved by the Teton County Planning Department, to review the central water system design and construction until such time as the system services enough residences to fall under the Idaho Department of Environmental Quality. This third party review shall be in report form and shall be submitted to the Teton County Planning Department.

Section 5. Snowmachines. The Developer shall construct and maintain pavement in areas of road crossings and driveways within the 20 foot wide easement area granted to the Madison County Snowmachine Groomers Association by the Developer. These areas of pavement are to be constructed in order to facilitate ease of grooming snowmachine trails and snowmachine crossings.

Section 6. Signage. The Master Plan entrance sign and street signs shall be non-reflective and built in accordance with Teton County Regulations and in a size and shape appropriate to meet ASHTO standards. These signs shall be installed prior to final inspection of each phase.

Section 7. Highway 33 Turn Lane. The Developers traffic study suggests there may be a need for a turning lane off of Highway 33. The Developer agrees that the Teton and Madison County engineers shall determine, based on the increased level of service that the Master Plan creates at the corner of Highway 33 and Canyon Creek Road, when a turn lane shall be built there. Construction planning for this turn lane shall commence no

later than that point in time at which infrastructure for 80 single family residences has been completed. The Developer agrees to assume responsibility for the construction of this turn lane within 24 months of commencement of construction planning. The Developer, its successors and assigns, shall be entitled to seek reimbursement of costs from the owners of future development that utilize this turn lane. The Developer shall pay all costs associated with the construction of this turn lane.

ARTICLE V

Open Space

Pursuant to the Master Plan and the Master Plan's Covenants, Conditions, and Restrictions, Development shall provide for and manage the Open Space of approximately 1800 acres (this number includes the Madison County Open Space). This Open Space will be maintained in such a way as to protect the agricultural and wildlife heritage of the property as effectively as plausible considering the nature of the Master Plan. The Open Space Management Plan, which is attached to this Amendment as Appendix F, is made a part of this Amendment. A portion of the Development homeowners association dues will be used for maintaining the Open Space. In the event the Developer's Open Space meets the Teton Regional Land Trust's (the "TVRLT") requirements for a conservation easement, then the Developer shall grant a conservation easement to the TVRLT for the Open Space prior to commencement of Phase 3. In the event the TVRLT does not approve any or all of the Open Space for a conservation easement, then the Developer shall place a deed restriction on that portion the Open Space which does not qualify for a conservation easement, prior to commencement of Phase 3. Said deed restriction would prohibit development, excepting agricultural, wildlife, or Open Space management facilities, and would run in perpetuity with the Open Space. The Teton County Planning Administrator as well as the Teton County Prosecuting Attorney shall approve any deed restriction language. Upon the granting of a Conservation Easement or the placement of a deed restriction on the Open Space, the conservation easement Amendment and or the deed restriction shall be incorporated into the Development home owners association documents, including the Declaration of Covenants, Conditions and Restrictions, and any by-laws that may be adopted by the Development home owners association.

ARTICLE VI

Sewage Treatment

Section 1. Village Lots. In order to comply with the Eastern Idaho Public Health District of the Idaho Department of Environmental Quality (the "DEQ") waste treatment guidelines, the Developer agrees to install an advanced community waste system for the Village Lots. In the event the nutrient pathogen study the Developer has commissioned

for the Master Plan clearly states that a lower level advanced community waste system may be utilized and still fully comply with the DEQ waste treatment guidelines, then the Developer shall have the option of making such change.

Section 2. North East Lots, Ranch Lots, Forest Lots, and Estate Lots. In order to comply with the Idaho Department of Environmental Quality's waste treatment guidelines, the Developer agrees to require all the North East Lots, Ranch Lots, Forest Lots, and Estate Lots to utilize enhanced septic systems of whatever specifications the DEQ shall require based on the results of the nutrient pathogen study the Developer has commissioned.

ARTICLE VII

Inspection

Section 1. Inspection. Prior to construction of public improvements, a pre-construction meeting is required with the a Teton County zoning official, the Teton County Fire Marshal, the Master Plan's engineer and contractor. The Developer's engineer shall make regular inspections and maintain control of the development while it is under construction. Representatives of the County shall have the right and obligation to enter upon the property at reasonable times and intervals, upon reasonable notice, to inspect and to determine if the Developer is in compliance with this Amendment. The Developer shall permit the County and its representatives to enter upon and inspect the property at any reasonable time, upon reasonable notice. Reasonable notice pursuant to this Section may be made by telephone to Developer at such telephone number(s) provided by Developer and to Developer's Engineer.

Section 2. Final Inspection and Approval of Public improvements. The Developer shall notify the County when it believes that any public improvements have been fully and properly completed and shall request final inspection by the County. All completed public improvements must be approved by the Developer's engineer with a notarized letter, and until such time as this letter is provided the County will not inspect the public improvements. The County shall provide prompt interim and final inspection of any public improvements that will be covered by soil or otherwise when notified by Developer of interim completion. Any inspection not completed within seven (7) days of receipt by the County of written request for inspection from the Developer shall be deemed conclusive evidence of acceptance by the County. The County shall have the right to extend this seven day requirement for an additional seven days, one time only. In order for the County to extend they must provide written notification of such extension within the initial seven day time period. Upon timely inspection the County shall give immediate written notice of acceptance of the public improvements or a written checklist of material deficiencies. Any noted deficiencies shall be specific as to location and shall specify, in detail, the necessary corrective action to be taken by Developer.

ARTICLE VIII

Financial Matters

Section 1. Financial Security Guaranty. In lieu of the actual installation of required public improvements the Developer shall, prior to commencement of construction of each phase of the Master Plan of the Master Plan, provide the County with a letter of credit or bond, , in the amount to be identified and attached to each amendment hereto for each phase which is 110% of the estimated bid cost of the public improvements, as established by a licensed engineer.

Section 2. Reduction and Release of Guaranty. After the inspecting engineer certifies that the public improvements to any phase are complete, and the County accepts such public improvements as complete, the county shall release the Developer from the Financial Security as outlined above. Partial releases shall be given any time a phase or a line item in the engineer's cost estimate of the Master Plan is 100% completed and approved by the County. In the event more than 3 releases are asked for in any single phase, the Developer shall pay a fee of \$250.00 to the County.

Section 3. Default. If the Developer defaults in or fails to perform any of its obligations in accordance with this Amendment the County shall, by Certified Mail, Return Receipt Requested, provide notice to Developer specifying the default. Within sixty (60) days of the Developer's receipt of said notice, the Developer shall cure such default or, in the event that the default cannot be reasonably cured within said period, Developer shall commence to take corrective action within said period and shall pursue such corrective action diligently to completion. In the event that the Developer fails to cure the default as specified above, the Developer hereby grants to the County, in addition to all other rights afforded to the County in this Amendment and by law the right, at the County's option, to notify Developer by Certified Mail, Return Receipt Requested, that the County intends to complete the construction of the public improvements. Thereafter, the County shall have the right to draw from the financial security guaranty of this Amendment an amount of money sufficient to pay the entire cost of the work as completed by the County, including legal fees and administrative expenses. All work performed by the County shall meet the construction standards specified in this Amendment.

Section 4. Liability and Indemnity of County.

- A. No Liability for County Approval. The Developer acknowledges and agrees (1) that the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the public improvements or use of any portion of the public improvements, and (2) that the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.

B. Indemnification. Except as provided below, the Developer agrees to, and does hereby, indemnify the County, and all of its elected and appointed officials, officers, employees, agents and representatives from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with (1) the County's review and approval of any plans for the public improvements, (2) the issuance of any approval or acceptance of public improvements, (3) the development, construction, maintenance or use of any portion of the public improvements and (4) the performance by the Developer of its obligations under this Amendment and all related Amendments. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the public improvements provided by this Amendment only as to public improvements that are not in conformance with the approved Master Plan of the Master Plan or in compliance with each phase, except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

This indemnification does not extend to claims, costs, and liability asserted by the Developer in the event the County fails in its duties and obligations to Developer set forth herein or by law or in the event that damages are asserted based upon the intentional misconduct or negligence of the County, its officials, employees, agents, representatives or engineers.

Section 5. One-Year Guaranty of the Public improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the public improvements that occur or becomes evident within one year after written acceptance of the construction by the County. If such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within sixty (60) days after written demand from the County to do so, correct it or cause it to be corrected. If the defect or deficiency cannot reasonably be corrected within sixty (60) days after written demand from the County, then Developer shall commence correction of the deficiency within the sixty (60) day period and proceed with reasonable diligence to correct the same or cause it to be corrected. The guaranty provided by this Section 6 shall be extended for a full year from the date of repair or replacement of any improvement repaired or replaced pursuant to such demand.

Section 6. Community Enhancements.

A. Forest Service. The Developer recognizes that non official user created trails are an issue in the National Forest. In order to mitigate the costs associated with closing and repairing these trails, the Developer has agreed to make an annual pledge to the National Forest Foundation. The pledge will begin upon the issuance of the 25th certificate of occupancy in the Master Plan. The

maximum amount of the pledge will be \$5,000.00 per year. The pledge will become part of the home owners association responsibility once it is established. The pledge will be for \$1,000.00 for every 25 homes completed, and certificates of occupancy ("C/O") issued by the County. In other words, once 25 C/O's are obtained at the Master Plan, the pledge will be for \$1,000.00 per year. Once 50 C/O's are obtained the pledge will be for \$2,000.00 per year, and so on. Once 125 C/O's are obtained the pledge will be for \$5,000.00 per year for every year thereafter.

B. General County Funds. The Developer recognizes that the stronger the community's finances are the better chance of success a development in that community has. To that end, and in the name of philanthropy, the Developer hereby pledges \$1,500.00 from the proceeds of each lot closing in Development. The Developer would like one third of this amount to go to the Teton County school district, one third of this amount to go to Teton Valley Hospital a/k/a Teton Valley Hospital Surgicenter, and one third of this amount to go to the Teton County Fire District. This money will be collected at the closing of the first sale of each lot sold by the Developer. The Developer will record an Amendment placing a lien on the units such that the collection of these funds will be facilitated by the title company handling the closing of such units. The County Planning Department shall be provided a copy of the recorded lien Amendment.

Section 8. Sharing Development Costs. Ordinance Title 9, Chapter 5, Section 4 (the 12/05 version that this development falls under) provides the Developer a mechanism to recoup a portion of certain costs of public improvements made by the Developer. The Developer hereby retains all rights afforded him under this section of the Ordinance and this Amendment. Any other Amendment or document or statement by the Developer shall not be deemed to waive any of the rights afforded the Developer under this law.

ARTICLE IX

Miscellaneous

Section 1. Timing of Future Phases. The parties acknowledge that the timing of development is dependent upon many factors, some of which are beyond the control of the Developer. These factors include, but are not limited to, residential demand, availability of financing on commercially reasonable terms, energy and transportation costs, local and national employment and unemployment), warfare, perception of terrorist threat, weather, availability of contractors, and acts of God. In response to the County's request that the Developer forecast the timing of future events, the Developer has provided in Appendix C. Such estimate shall be subject to change based upon factors beyond Developer's control.

Section 2. No Waiver of County Rights. No waiver of any provision of this Amendment will be deemed to constitute a waiver of any other provision nor will

it be deemed to constitute a continuity waiver unless expressly provided for; nor will the waiver of any default under this Amendment be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any obligation under this Amendment will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

Section 3. Governing Law. This Amendment shall be construed according to the laws of the State of Idaho.

Section 4. Changes of Law. Any reference to laws, ordinances, rules, or regulation shall include such laws, ordinances, rules or regulations as they have been, or they may hereafter, be amended, provided however, that this Section shall not apply to the Ordinance or the vested rights of Developer accruing under laws or ordinances in effect at the time of zoning or subdivision approval.

Section 5. Time of Essence. Time is of the essence in the performance of all terms and provisions of the Amendment, except as otherwise stated in this Amendment.

Section 6. Successors. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors, and assigns.

Section 7. Notices. All notices in connection with this Amendment shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Notices to the County shall be addressed to, and delivered at, the following address:

Teton County Commissioners
Attn: Planning Administrator
Teton County Courthouse
89 North Main
Driggs, Idaho 83422

Notices to the Developer shall be addressed to and delivered at, the following address:

Idaho Ranch Subdivision, LLC
PO Box 499
Victor, Idaho 83455

By notice complying with the requirements of this Section, each party shall have the right to change the address or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

Section 8. Enforcement. The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Amendment; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the County or any elected or appointed officials, officers, employees, agents representatives, engineers or attorneys thereof; solely on account of the negotiation, execution, or breach of any of the terms and conditions of this Amendment. Provided however, that the preceding limitation shall not apply in circumstances involving the intentional misconduct or negligence of the County in the performance of its obligations hereunder.

Section 9. Amendments. All amendments to this Amendment shall be in writing and shall be approved by the Developer and the County.

Section 10. Severability. The invalidity or unenforceability of any provision of this Amendment shall not affect the other provisions hereof and this Amendment shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 11. Authority to Execute. The County and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Amendment and agree not to challenge this Amendment or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. The County hereby warrants and represents to the Developer that the persons executing this Amendment on its behalf have been properly authorized to do so by the County Commissioners. The Developer hereby warrants and represents to the County (1) that it is the record owner of fee simple title to the subdivision, (2) that it has the right, power, and authority to enter into this Amendment and to agree to the terms, provisions, and conditions set forth herein and to bind the subdivision as set forth herein, (3) that all legal action needed to authorize the execution, delivery and performance of this Amendment have been taken, and (4) that neither the execution of this Amendment nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any Amendment to which the Developer is a party or to which it or the subdivision is bound or (ii) violate any statute, law, restriction, court order, or Amendment to which the Developer or the subdivision is subject.

Section 12. Appendices. Appendices A, B, C, D, E, and F are hereby incorporated into this Amendment reference to them.

Section 13. Filing. This Amendment shall be recorded in the office of the Teton County Clerk and Recorder by the County at the same time the final plat is recorded.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

**Board of County Commissioners
Teton County, Idaho**

Kathy Rinaldi

Kelly Park

Bob Benedict

Approved: Clerk and Recorder

Teton County Clerk

Idaho Ranch Subdivision, LLC

Herb Heimerl, Managing Member

**APPENDIX D
TO
DEVELOPMENT AMENDMENT
Comprehensive Definition of Developer Commitment**

Appendix D is a comprehensive list and definition of developer commitments regarding the Development project. While there may be some repetition to this list in other application documentation, this list and the Subdivision Plat sheets delineate and document the extent of the developer commitments.

1. Water System Work. The developer will construct the community water system in accordance with Idaho Department of Environmental Quality standards.
2. DEQ Approval. The developer shall obtain approval from the Idaho Department of Environmental Quality relative to the any water and sewer systems, which they have jurisdiction over, prior to commencing construction of the same.
3. Electrical Power System. Developer is awaiting cost estimates for the entire project as well as for Phase I. Electrical estimates have been included in Engineer's Estimate of Costs using Teton County costs pending receipt of estimate from Fall River Electric.
4. Telephone System Work. Developer is awaiting a cost estimate for the entire project as well as for Phase I. Telephone estimates have been included in Engineer's Estimate of Costs using Teton County costs pending receipt of estimate from Scheiss Engineering.
5. Right to Farm Provision. Development acknowledges the Right to Farm Act stated below and this is also stated in the Covenants, Conditions and Restrictions:

Right to Farm Act Idaho Code Chapter 45, Sections 22-4501 through 22-4504
"...It is the intent of the legislature to reduce the loss to the State of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the State of Idaho.

"Agricultural Operation" includes, without limitation, any facility for the growing, raising or production of agricultural, horticultural and viticultural crops and vegetable products of the soil, poultry and poultry products, livestock, field grains, seeds, hay, apiary and dairy products, and the producing for commercial purposes of livestock or agricultural commodities. No agricultural operation or an

appurtenance to it shall be or become a nuisance, private or public, by any change conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or an appurtenance to it.”

6. Open Space Areas. Development will maintain all open areas (areas will be owned in common by the Homeowners Association) free of noxious weeds, free of fire hazards or other nuisances under the administration of the Development Homeowners Association. The protective Covenants, Conditions and Restrictions for Development will enforce these provisions.
7. Fire Protection Plan. Development will include a community water system with fire fighting capability including appropriate fire hydrants and adequate water capacity and pressures. The water system is required to meet both local and state requirements regarding fire fighting capability. Other fire protection considerations defined in cooperation with the Fire Marshall’s office include (1) Conformance to the Unified Fire Code, (2) Adequate access for emergency vehicles throughout Development, and (3) Adequate water system maintenance and related fire hydrant maintenance including snow removal around hydrants by Development. Notwithstanding, a fire suppression pond or storage tank shall be utilized in Phase I of the public improvements.
8. Environmental Considerations. Water Quality Monitoring Plan has been submitted and waiting approval from DEQ. These monitoring procedures in conjunction with State Department of Environmental Quality will be implemented by Development.
9. On-Site Security. During development, Development will provide an on-site security presence with trained personnel. This function will be in cooperation with the Sheriff’s office and the Fire Marshall’s office. The on-site security is secondary and subservient to the Sheriff and Fire Marshall but will provide the on-site presence for (1) General information and directions, (2) Routine patrolling, (3) Local help with minor problems such as lost pets, missing keys, stuck vehicles, minor injuries, etc., and (4) Reporting of more serious problems to Sheriff or Fire Marshall offices.
10. Public Improvements Provision. The developer shall be responsible for all required subdivision public improvements and shall not transfer construction obligations and the responsibility for completion of any public improvements to the lot owners.
11. Easements. The Developer shall grant the following easements upon commencement of construction of Phase I:

- a) a 90 foot easement, the centerline of which is Pony Creek Road, in favor of the general public for snow machine and National Forest Service access. This easement is further outlined in the Road Access Amendment between Madison County and the Developer.
- b) United States Forest Service Access (USFS) Amendments. These Amendments have been worked out in form satisfactory to District Forest Service Manager Jay Pence and Jack Haddox, USFS Realty Specialist, Idaho Wyoming Land Adjustment Zone.

APPENDIX C

Canyon Creek Ranch

phasing plan for completion of the Master Plan

Phase	# of Lots	# of D.U.	start dates	completion dates
1	5	5	5/1/2017	10/1/2018
2	3	3	5/1/2018	10/1/2019
3	13	13	5/1/2019	10/1/2020
4	16	16	8/1/2019	10/1/2020
5	25	25	5/1/2020	10/1/2021
6	51	69	8/1/2020	10/1/2021
7	5	17	5/1/2021	10/1/2022
8	20	28	5/1/2022	10/1/2023
9	16	16	5/1/2023	10/1/2024
10	16	16	8/1/2023	10/1/2024
11	18	18	5/1/2024	10/1/2025
12	21	21	8/1/2024	10/1/2025
13	21	21	5/1/2025	10/1/2026
14	16	16	8/1/2025	10/1/2026
15	8	8	5/1/2026	10/1/2027
16	6	6	8/1/2026	10/1/2027
17	5	5	5/1/2027	10/1/2028
18	4	4	8/1/2027	10/1/2028
19	9	9	5/1/2028	10/1/2029
20	5	5	8/1/2029	10/1/2029
21	7	7	5/1/2029	10/1/2030
22	4	4	8/1/2029	10/1/2030
23	4	4	5/1/2030	10/1/2031
24	7	7	8/1/2030	10/1/2031
25	4	4	5/1/2031	10/1/2032
26	3	3	8/1/2031	10/1/2032

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Notes: More than one dwelling unit on some lots.
Refer to Plats for clarification
18 Duplex in Phase 6
8 Dwelling Units in phase 8 mixed-use
12 Dwelling Units in phase 7 mixed-use